

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spinal Elements, Inc.		04/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3473691	ZYRE	
Registration Number:	3330996	LUCENT	
Registration Number:	3141461	CRYSTAL	
Registration Number:	3212938	ATOMIC	
Registration Number:	3803500	MOSAIC	
Registration Number:	3383262	SPINAL ELEMENTS	
Registration Number:	3446937	SE	
Registration Number:	3842170	LUCENT MAGNUM	
Registration Number:	3868022	MAGNUM+	
Registration Number:	3895458	SAPPHIRE	
Registration Number:	4036012	DELIVERING A NEW STANDARD	
Registration Number:	4321982	LOTUS	
Registration Number:	4325815	HERO	
Registration Number:	4320123	TI-BOND	
Registration Number:	4325974	KARMA	
Registration Number:	4526670	VERTU	
Registration Number:	3616685	MERCURY	
Serial Number:	86690911	LUCENT XP	
Serial Number:	87028283	KATANA	

CH \$515.00 3473691

Property Type	Number	Word Mark
Serial Number:	87047242	CLUTCH
CORRESPONDENCE DATA		
Fax Number:	3129021061	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3125778034	
Email:	oscar.ruiz@kattenlaw.com	
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman	
Address Line 1:	525 West Monroe Street	
Address Line 4:	Chicago, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	387132-195	
NAME OF SUBMITTER:	Oscar Ruiz	
SIGNATURE:	/Oscar Ruiz/	
DATE SIGNED:	04/13/2017	
Total Attachments: 6		
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 13, 2017, is made by Spinal Elements, Inc., a Delaware corporation (“Grantor”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time (“Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of April 29, 2016 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any “intent to use” Trademark applications for which a “statement of use” or “amendment to allege use” has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

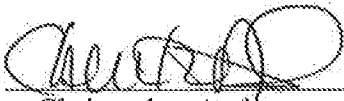
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SPINAL ELEMENTS, INC., a Delaware corporation,
as Grantor

By: 
Name: Christopher Anderson
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: *Ashley G. Medio*

Name: Ashley G. Medio

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application/ Serial No.	Filing Date	Registration No.	Status
ZYRE	78/619812	4/29/2005	3473691	Registered
LUCENT	78/619820	4/29/2005	3330996	Registered
CRYSTAL	78/619825	4/29/2005	3141461	Registered
ATOMIC	78/851508	3/31/2006	3212938	Registered
MOSAIC	77/010060	9/28/2006	3803500	Registered
SPINAL ELEMENTS	78/914967	6/22/2006	3383262	Registered
	78/914974	6/22/2006	3446937	Registered
LUCENT MAGNUM	77/552506	8/21/2008	3842170	Registered
MAGNUM+	77/552501	8/21/2008	3868022	Registered
SAPPHIRE	77/955416	3/10/2010	3895458	Registered
DELIVERING A NEW STANDARD	85/084272	7/14/2010	4036012	Registered
LOTUS	85/545037	2/16/2012	4321982	Registered
HERO	85/613029	5/1/2012	4325815	Registered
TI-BOND	85/644988	6/6/2012	4320123	Registered
KARMA	85/689084	7/27/2012	4325974	Registered
VERTU	85/824354	1/16/2013	4526670	Registered
MERCURY	77/219599	6/29/2007	3616685	Registered

2. TRADEMARK APPLICATIONS

Mark	Application/ Serial No.	Filing Date	Registration No.	Status
LUCENT XP	86/690911	7/13/2015		Pending
KATANA	87/028283	5/6/2016		Pending
CLUTCH	87/047242	5/23/2016		NOA